

AMERICAN ARBITRATION ASSOCIATION
EMPLOYMENT ARBITRATION TRIBUNAL

ALICE WRIGHT,

Claimant,

v.

DST SYSTEMS, INC.,

Respondent.

CASE NO. 01-19-0001-9073

ARBITRATOR'S AWARD

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the agreement entered into by the above-named parties and having been duly sworn and having duly heard the proofs and allegations of the parties, and claimant being represented by The Klamann Law Firm, Kapke & Willerth, LLC, Humphrey, Farrington & McClain PC, Kent, Beatty & Gordon, LLP and White Graham Buckley & Carr, LLC, and respondent being represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP, Stinson LLP, and Shook, Hardy & Bacon LLP, hereby AWARD, as follows:

Claimant Alice Wright asserts she is entitled to damages against respondent DST Systems, Inc. based on its breach of duties imposed by the Employee Retirement Income Security Act of 1974. Respondent denies the claims.

The parties agreed that this arbitration is governed by their written arbitration agreement and the AAA Employment Arbitration Rules and selected the undersigned as Arbitrator. The parties appeared for an evidentiary hearing on September 28 through October 2, 2020 and were afforded the opportunity to introduce relevant evidence and examine and cross-examine witnesses under oath. The matter was submitted for award on November 12, 2020 upon receipt

of the parties' closing briefs, claimant's application for attorney's fees and costs, and respondent's opposition to the application. The parties agreed and requested that the award be in the form below and not provide written reasons.

I have found that the preponderance of the evidence supports the claims asserted by claimant and that claimant is entitled to the reasonable attorney's fees and costs described in my ruling on claimant's application.


AWARD

Claimant is awarded compensatory damages of \$8,664.00 minus a credit of \$1,507.16 for the settlement between claimant and Ruane, Cuniff & Goldfarb, and reasonable attorney's fees of \$98,871.04 and costs of \$5,319.70, for a total award of \$111,347.58.

The administrative fees and expenses of the American Arbitration Association totaling \$3,425.00 and the compensation and expenses of the arbitrator totaling \$34,360.00 shall be borne as incurred.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Date: November 24, 2020



David G. Freedman
Arbitrator